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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 SOUTHERN DIVISION
13

14 HEAVY MELON MUSIC, EMI)
15 APRIL MUSIC INC., WB MUSIC)
16 CORP., BONNIE BEE GOOD)
17 MUSIC, FIONA APPLE MAGGART)
18 D/B/A FHW MUSIC,)
19 UNIVERSAL-POLYGRAM)
20 INTERNATIONAL PUBLISHING,)
21 INC., BON JOVI PUBLISHING and)
22 RICHARD SAMBORA D/B/A)
23 AGGRESSIVE MUSIC,)

24 Plaintiffs,

25 v.

26 CAMBRIA UNLIMITED, INC. and)
27 SHERRY PERALES,)
28

Defendants.

Case No. SACV10-00096 JVS (ANx)

CONSENT JUDGMENT

(17 U.S.C. §§101 *ET SEQ.*)

1 WHEREAS, plaintiffs Heavy Melon Music, EMI April Music Inc., WB Music
2 Corp., Bonnie Bee Good Music, Fiona Apple Maggart d/b/a FHW Music, Universal-
3 Polygram International Publishing, Inc., Bon Jovi Publishing and Richard Sambora
4 d/b/a Aggressive Music (“Plaintiffs”) are owners of the copyrights in the musical
5 compositions listed in Schedule A to Plaintiffs’ Complaint filed in this action and
6 members of the American Society of Composers, Authors and Publishers
7 (“ASCAP”); and

8 WHEREAS, defendants Cambria Unlimited, Inc. and Sherry Perales
9 (“Defendants”), at the times of the infringing acts alleged in the Complaint, did own,
10 control, manage, operate, and maintain a place of business for public entertainment,
11 accommodation, amusement, and refreshment known as Hedz or Tails, located at 211
12 E. Imperial Highway, in La Habra, in the State of California; and

13 WHEREAS, without authorization or consent, Defendants, on the dates
14 specified on Schedule A to the Complaint, publicly performed Plaintiffs’ copyrighted
15 musical compositions at Hedz or Tails, located at 211 E. Imperial Highway, in La
16 Habra, in the State of California, for the entertainment and amusement of the patrons
17 attending said premises in violation of Plaintiffs’ rights under 17 U.S.C. § 106(4), as
18 a remedy for which Plaintiffs are entitled to judgment against Defendants for willful
19 copyright infringement.

20 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
21 DECREED that:

22 1. (a) Judgment is entered for Plaintiffs and against Defendants on the
23 claims set forth in Plaintiffs’ Complaint in the amount of Eleven Thousand Dollars
24 (\$11,000.00) (the “Consent Judgment Amount”). Notwithstanding the foregoing, the
25 parties have agreed that this Judgment may be satisfied upon Defendants’ payment of
26 the sum of Eight Thousand Five Hundred Dollars (\$8,500.00) (the “Settlement
27 Amount”) as provided in Paragraph 2 below.
28

1 (b) The amount provided for in this Consent Judgment shall be in full
2 settlement of all claims against Defendants arising out of Plaintiffs' Complaint and all
3 other copyright infringement claims of members of ASCAP against Defendants and
4 their successors, shareholders, partners, officers, directors, predecessors, assigns,
5 agents, and employees arising out of the operation of Hedz or Tails, located at 211 E.
6 Imperial Highway, in La Habra, in the State of California, during all periods up to
7 and including the date of entry of this Consent Judgment.

8 2. (a) Defendants shall pay the Settlement Amount as follows: Seven
9 Hundred Twenty-Three Dollars and Twenty-Four Cents (\$723.24) shall be paid by
10 April 12, 2010, and the remaining Seven Thousand Seven Hundred Seventy-Six
11 Dollars and Seventy-Six Cents (\$7,776.76) shall be paid in twenty-two monthly
12 installments in the amount of Three Hundred Fifty-Three Dollars and Forty-Eight
13 Cents (\$353.48) to be made each month on the fifteenth (15th) of the month from
14 June 2010 through March 2012.

15 (b) Defendants shall make the payments provided for above in the
16 form of a certified, cashier's, bank, or corporate business check drawn on a California
17 bank, made payable to "ASCAP," and delivered to Vikram Sohal, Esq., at Arnold &
18 Porter LLP, 777 South Figueroa Street, 44th Floor, Los Angeles, California 90017, or
19 such other person as Plaintiffs' attorneys shall designate to receive such payments.

20 3. Contemporaneously with the execution of this Consent Judgment,
21 Defendants will execute an ASCAP General License Agreement for Hedz or Tails for
22 the term commencing January 1, 2010. License fees pursuant to such license
23 agreement for the calendar year 2010 shall be included in the amount to be paid by
24 Defendants as provided in this Consent Judgment. License fees pursuant to such
25 license agreement for periods beginning January 1, 2011, shall be paid by Defendants
26 when due as billed by ASCAP, and Defendants shall otherwise abide by all of the
27 terms and conditions of the license agreement.
28


1 4. In the event that Defendants fail to make any of the payments provided
2 for in paragraph 2(a), or to pay license fees to ASCAP as provided for in paragraph 3
3 for so long as Defendants own or operate Hedz or Tails or any other business in
4 which copyrighted musical compositions in the ASCAP repertory are performed for
5 the entertainment of patrons of such business, upon receipt by Defendants of written
6 notice from Plaintiffs or their undersigned attorneys of any such delinquency,
7 Defendants shall have ten (10) calendar days in which to cure such delinquency. If
8 the delinquency is not cured within such ten (10) day period, Defendants shall be
9 obligated to pay the full Consent Judgment amount of Eleven Thousand Dollars
10 (\$11,000.00), less any payments previously made to Plaintiffs pursuant to paragraph
11 2 above. Such balance shall be immediately due and payable, and execution therefor
12 may issue forthwith and without any further notice to Defendants.

13 5. Plaintiffs shall be granted all such writs and process as is necessary or
14 proper for the enforcement of this Consent Judgment.

15 6. Subject to the Court's continuing jurisdiction over the parties for
16 purposes of enforcement of this Consent Judgment, this action is dismissed.

17
18 **IT IS SO ORDERED.**

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20
21 Dated: March 29, 2010

22 
23 _____
24 Honorable James V. Selna
25 UNITED STATES DISTRICT JUDGE
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